

**UNITED STATES DISTRICT COURT  
NORTHERN DISTRICT OF ALABAMA  
WESTERN DIVISION**

Roger Miller

Plaintiff,

V.

Bureaus Investment Group Portfolio No.  
15, LLC

Defendant.

## COMPLAINT

**CIVIL ACTION NO.**

## JURY TRIAL DEMANDED

## COMPLAINT

## JURISDICTION

1. Jurisdiction of this Court arises under 28 U.S.C. § 1331; pursuant to 15 U.S.C. § 1692k(d) and pursuant to 28 U.S.C. § 1367 for pendent state law claims.
2. This action arises out of Defendant's violations of the Fair Debt Collection Practices Act, 15 U.S.C. § 1692 et seq. ("FDCPA"); and negligent, reckless and wanton training and supervision by the Defendant in its illegal efforts to collect a consumer debt.
3. Venue is proper in this District because the acts and transactions occurred here, Plaintiff resides here, and Defendant transacts business here.

## PARTIES

4. The Plaintiff, Roger Miller (hereinafter “Mr. Miller”), is a sixty one (61) year old natural person who resides in the City of Brierfield, County of Bibb, State

of Alabama, and is a “consumer” as that term is defined by 15 U.S.C. § 1692a(3).

5. Defendant, Bureaus Investment Group Portfolio No. 15, LLC (“Bureaus”) is an Illinois corporation with its principal place of business at 1717 Central Street, Evanston, Illinois 60201. Bureaus may be served with process through its registered agent for service of process, Incorp Service, Inc., 2094 Myrtlewood Drive, Montgomery, Alabama 36111. In all respects and at all times relevant herein, Bureaus was doing business in the State of Alabama. Bureaus is engaged in the business of collecting consumer debts from consumers residing in Alabama and is a “debt collector,” as defined by the FDCPA 15 U.S.C. § 1692a(6).

### **FACTUAL ALLEGATIONS**

6. Bureaus filed a lawsuit (hereinafter “Collection Suit”) against Mr. Miller on July 23, 2014. As part of the Collection Suit against Mr. Miller, Bureaus stated that Mr. Miller owed it, as assignee for HSBC Card Services, Inc., the sum of \$8,812.25 plus post-judgment interest at the Alabama statutory post-judgment interest rate and all costs. See Exhibit A.
7. Mr. Miller was served with the Collection Suit by the Defendant. The Collection Suit greatly upset him and caused him to endure stress, anxiety and

loss of sleep. He filed a pro se Answer to the Collection Suit on February 6, 2015 denying that he was responsible for the debt. See Exhibit B.

8. Still worried, Mr. Miller hired and paid a lawyer to defend him on the Collection Suit. An Amended Answer was filed on February 19, 2015 in the District Court of Bibb County. Mr. Miller asserted that he was not indebted to Bureaus and that any alleged outstanding debt that he may have had to HSBC Card Services, Inc. was more than six years old and, therefore, violated any applicable statute of limitations. See Exhibit C.
9. The case was set for trial on March 2, 2015. At that time, Bibb County District Judge Owings entered judgment in favor of Mr. Miller. See Exhibit D.
10. The conduct of Bureaus in suing and harassing Mr. Miller in an effort to collect this purported debt was a violation of numerous and multiple provisions of the FDCPA, including but not limited to 15 U.S.C. § 1692(e) and 1692(f). Mr. Miller further relies upon the case of Kimber v. Federal Financial Corp., 668 F. Supp. 1480, 1487 (M.D. Ala. 1987) which provides that “a debt collector’s filing of a lawsuit on a debt that appears to be time-barred, without the debt collector having first determined after a reasonable inquiry that the limitations period has been or should be tolled, is an unfair and unconscionable means of collecting the debt.”

11. Mr. Miller was extremely upset, humiliated, scared and embarrassed when he was served with the Collection Suit by Bureaus. He had to retain an attorney to represent him against Bureaus in the Collection Suit filed in the state court.

***Summary***

12. Mr. Miller has suffered actual damages as a result of these illegal collection activities in the form of attorneys fees, humiliation, anger, anxiety, emotional distress, fear, frustration, and embarrassment, amongst other negative emotions.

**TRIAL BY JURY**

13. Plaintiff is entitled to and hereby respectfully demands a trial by jury. US Const. amend. 7. Fed.R.Civ.P.38.

**CAUSES OF ACTION**

**COUNT I.**

**VIOLATIONS OF THE FAIR DEBT COLLECTION PRACTICES ACT**

**15 .S.C. §1692 et seq.**

14. Plaintiff incorporates by reference all of the above paragraphs of this Complaint as though fully stated herein.
15. The foregoing acts and omissions of the Defendant constitutes numerous and multiple violations of the FDCPA including, but not limited to, each and every one of the above-cited provisions of the FDCPA, 15 U.S.C. §1692 et seq.

16. As a result of the Defendant's violations of the FDCPA, Plaintiff is therefore entitled to actual damages pursuant to 15 U.S.C. §1692k(a)(1); statutory damages in an amount up to \$1,000.00 pursuant to 15 U.S.C. §1692k(a)(2)(A); and, reasonable attorney's fees and costs pursuant to 15 U.S.C. §1692k(a)(3) from the Defendant herein.

## **COUNT II.**

### **NEGLIGENT, RECKLESS AND WANTON TRAINING AND SUPERVISION**

17. Plaintiff incorporates by reference all of the above paragraphs of this Complaint as though fully stated herein.
18. The Defendant knew or should have known of the conduct set forth herein which was directed at or visited upon the Plaintiff.
19. The Defendant knew or should have known that said conduct was improper.
20. The Defendant negligently, recklessly and wantonly failed to train and supervise debt collectors in order to prevent said improper conduct.
21. The Defendant negligently, recklessly and wantonly failed to train and supervise debt collectors on the FDCPA as it related to suing consumers following the expiration of the applicable statute of limitations.
22. The Defendant's actions constitute negligent, reckless and wanton training and supervision under the common law of the state of Alabama.

23. As a result of the Defendant's negligence, recklessness and wantonness, the Plaintiff suffered humiliation, loss of sleep, anxiety, nervousness, physical sickness, physical and mental suffering and pain and anguish.

**PRAYER FOR RELIEF**

**WHEREFORE**, Plaintiff prays that judgment be entered against the Defendant:

**COUNT I.**

**VIOLATIONS OF THE FAIR DEBT COLLECTION PRACTICES ACT**

**15 U.S.C. §1692 et seq.**

24. for an award of actual damages pursuant to 15 U.S.C. §1692k(a)(1) against the Defendant and for the Plaintiff;
25. for an award of statutory damages of \$1,000.00 pursuant to 15 U.S.C. §1692k(a)(2)(A) against the Defendant and for the Plaintiff;
26. for an award of costs of litigation and reasonable attorney's fees pursuant to 15 U.S.C. §1692k(a)(3) against the Defendant and for the Plaintiff;

**COUNT II.**

**NEGLIGENT, RECKLESS AND WANTON TRAINING AND**

**SUPERVISION**

27. for an award of compensatory and punitive damages from the Defendant for the physical sickness and emotional distress suffered as a result of the FDCPA

violations and the negligent, reckless and wanton training and supervision of the Defendant at an amount to be determined at trial and for the Plaintiff; and

28. for such and other further relief as may be just and proper.

**WHEREFORE, PREMISES CONSIDERED,** the Plaintiff demands damages against the Defendant, in an amount to be determined by the jury, without limitation, for actual and compensatory damages; and further demands punitive damages in an amount determined by the jury to deter the Defendant's conduct in the future. The Plaintiff also requests all relief afforded pursuant to the Fair Debt Collection Practices Act including litigation expenses and attorneys' fees, together with such other relief as may be just and proper.

**s/ Bradford W. Botes**

Bradford W. Botes  
Attorney for Plaintiff

**OF COUNSEL:**

BOND, BOTES, REESE, SHINN, P.C.  
600 University Park Place, Suite 510  
Birmingham, Alabama 35209  
Telephone: (205) 802-2200  
Facsimile: (205) 870-3698  
Email: [bbotes@bondnbotes.com](mailto:bbotes@bondnbotes.com)

**PLAINTIFF DEMANDS A TRIAL BY STRUCK JURY**

**s/ Bradford W. Botes**

Bradford W. Botes

**DEFENDANT TO BE SERVED VIA CERTIFIED MAIL:**

Bureaus Investment Group Portfolio No. 15, LLC  
c/o Incorp Service, Inc.  
2094 Myrtlewood Drive  
Montgomery, Alabama 36111



**EXHIBIT "A"****COPY**

State of Alabama Unified Judicial System  Form C-34 Rev 6/88	<b>SUMMONS</b> - CIVIL -	Case Number: 07-DV-2014-900031.00
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IN THE DISTRICT COURT OF BIBB COUNTY  
 BUREAUS INVESTMENT GROUP PORTFOLIO NO. 15 LLC V. ROGER MILLER

NOTICE TO ROGER MILLER, [REDACTED]

THE COMPLAINT WHICH IS ATTACHED TO THIS SUMMONS IS IMPORTANT AND YOU MUST TAKE IMMEDIATE ACTION TO PROTECT YOUR RIGHTS. YOU OR YOUR ATTORNEY ARE REQUIRED TO FILE THE ORIGINAL OF YOUR WRITTEN ANSWER, EITHER ADMITTING OR DENYING EACH ALLEGATION IN THE COMPLAINT WITH THE CLERK OF THIS COURT. A COPY OF YOUR ANSWER MUST BE MAILED OR HAND DELIVERED BY YOU OR YOUR ATTORNEY TO THE OPPOSING PARTY'S ATTORNEY CHARLES NICK PARNELL III

WHOSE ADDRESS IS 641 SOUTH LAWRENCE STREET, MONTGOMERY, AL 36102

THE ANSWER MUST BE MAILED WITHIN 14 DAYS AFTER THIS SUMMONS AND COMPLAINT WERE DELIVERED TO YOU OR A JUDGMENT BY DEFAULT MAY BE ENTERED AGAINST YOU FOR THE MONEY OR OTHER THINGS DEMANDED IN THE COMPLAINT.

TO ANY SHERIFF OR ANY PERSONNEL AUTHORIZED by the Alabama Rules of the Civil Procedure:

☒ You are hereby commanded to serve this summons and a copy of the complaint in this action upon the defendant

☐ Service by certified mail of this summons is initiated upon the written request of \_\_\_\_\_ pursuant to the Alabama Rules of the Civil Procedure

Date 7/23/2014 4:03:51 PM /s/ GAYLE STEWART BEARDEN *CSH*

Clerk/Register  
 35 COURT SQUARE EAST  
 CENTERVILLE, AL 35042

☐ Certified Mail is hereby requested \_\_\_\_\_

Plaintiff's/Attorney's Signature

RETURN ON SERVICE:

☐ Return receipt of certified mail received in this office on \_\_\_\_\_

☐ I certify that I personally delivered a copy of the Summons and Complaint to \_\_\_\_\_

\_\_\_\_\_ in \_\_\_\_\_ County, Alabama on \_\_\_\_\_ (Date)

Date _____	Server's Signature _____	Address of Server _____
Type of Server _____	Server's Printed Name _____	Phone Number of Server _____

State of Alabama Unified Judicial System  Form ARCiv-93 Rev.5/99	<b>COVER SHEET</b> <b>DISTRICT COURT - CIVIL CASE</b> (Not For Domestic Relations Cases)	Case Number: <b>07-DV-2014-</b> ELECTRONICALLY FILED 7/23/2014 4:03 PM 07-DV-2014-900031.00 CIRCUIT COURT OF BIBB COUNTY, ALABAMA GAYLE STEWART BEARDEN, CLERK  Date of Filing: 07/23/2014				
<b>GENERAL INFORMATION</b>						
IN THE DISTRICT OF BIBB COUNTY, ALABAMA <b>BUREAUS INVESTMENT GROUP PORTFOLIO NO. 15 LLC v. ROGER MILLER</b>						
<table style="width: 100%;"> <tr> <td style="width: 33%;"> <b>First Plaintiff:</b>    <input checked="" type="checkbox"/> Business    <input type="checkbox"/> Individual                                                   <input type="checkbox"/> Government    <input type="checkbox"/> Other                 </td> <td style="width: 33%;"> <b>First Defendant:</b>   <input type="checkbox"/> Business    <input checked="" type="checkbox"/> Individual                                                   <input type="checkbox"/> Government    <input type="checkbox"/> Other                 </td> <td style="width: 33%;"></td> </tr> </table>			<b>First Plaintiff:</b> <input checked="" type="checkbox"/> Business <input type="checkbox"/> Individual <input type="checkbox"/> Government <input type="checkbox"/> Other	<b>First Defendant:</b> <input type="checkbox"/> Business <input checked="" type="checkbox"/> Individual <input type="checkbox"/> Government <input type="checkbox"/> Other		
<b>First Plaintiff:</b> <input checked="" type="checkbox"/> Business <input type="checkbox"/> Individual <input type="checkbox"/> Government <input type="checkbox"/> Other	<b>First Defendant:</b> <input type="checkbox"/> Business <input checked="" type="checkbox"/> Individual <input type="checkbox"/> Government <input type="checkbox"/> Other					
<b>NATURE OF SUIT:</b>						
<div style="margin-bottom: 5px;"><input type="checkbox"/> CTEM-Contempt of Court</div> <div style="margin-bottom: 5px;"><input checked="" type="checkbox"/> CONT-Contract/Ejectment/Writ of Seizure</div> <div style="margin-bottom: 5px;"><input type="checkbox"/> AUTO-Autodamages/Subrogation/Promissory Note</div> <div style="margin-bottom: 5px;"><input type="checkbox"/> DISP-Non-Account Dispute: Roommate/Neighbor/Animal</div> <div style="margin-bottom: 5px;"><input type="checkbox"/> EVIC-Eviction</div> <div style="margin-bottom: 5px;"><input type="checkbox"/> GDAM-General Damages</div> <div style="margin-bottom: 5px;"><input type="checkbox"/> ABAN - Abandoned Automobile</div> <div style="margin-bottom: 5px;"><input type="checkbox"/> ACCT - Account &amp; Nonmortgage</div> <div style="margin-bottom: 5px;"><input type="checkbox"/> RECP-Recover Property</div> <div style="margin-bottom: 5px;"><input type="checkbox"/> DVXX-Miscellaneous District Civil Case</div> <div style="margin-bottom: 5px;"><input type="checkbox"/> TOXX - Other: _____</div>						
<table style="width: 100%;"> <tr> <td style="width: 60%;"> <b>ORIGIN:</b>    F <input checked="" type="checkbox"/> INITIAL FILING                 </td> <td style="width: 40%;">                     O <input type="checkbox"/> OTHER                 </td> </tr> <tr> <td>                     R <input type="checkbox"/> REMANDED                 </td> <td>                     _____                 </td> </tr> </table>			<b>ORIGIN:</b> F <input checked="" type="checkbox"/> INITIAL FILING	O <input type="checkbox"/> OTHER	R <input type="checkbox"/> REMANDED	_____
<b>ORIGIN:</b> F <input checked="" type="checkbox"/> INITIAL FILING	O <input type="checkbox"/> OTHER					
R <input type="checkbox"/> REMANDED	_____					
<b>RELIEF REQUESTED:</b> <input checked="" type="checkbox"/> MONETARY AWARD REQUESTED <input type="checkbox"/> NO MONETARY AWARD REQUESTED						
<table style="width: 100%;"> <tr> <td style="width: 33%;"> <b>ATTORNEY CODE:</b>    PAR016                 </td> <td style="width: 33%; text-align: center;">                     7/23/2014 4:03:32 PM                 </td> <td style="width: 33%; text-align: right;">                     /s/ CHARLES NICK PARNELL III                 </td> </tr> </table>			<b>ATTORNEY CODE:</b> PAR016	7/23/2014 4:03:32 PM	/s/ CHARLES NICK PARNELL III	
<b>ATTORNEY CODE:</b> PAR016	7/23/2014 4:03:32 PM	/s/ CHARLES NICK PARNELL III				
<b>MEDIATION REQUESTED:</b> <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No <input type="checkbox"/> Undecided						



ELECTRONICALLY FILED  
7/23/2014 4:03 PM  
07-DV-2014-900031.00  
CIRCUIT COURT OF  
BIBB COUNTY, ALABAMA  
GAYLE STEWART BEARDEN, CLERK

IN THE DISTRICT COURT OF BIBB COUNTY, ALABAMA

**BUREAUS INVESTMENT GROUP  
PORTFOLIO NO. 15 LLC., as assignee  
of HSBC Card Services, Inc.,**

**Plaintiff,**

**vs.**

**CASE NO. \_\_\_\_\_**

**ROGER MILLER,**

**Defendant.**

**COMPLAINT**

**COUNT I**

**Account stated**

1. The Plaintiff, Bureaus Investment Group Portfolio No.15 LLC., as assignee of HSBC Card Services, Inc., claims of the Defendant, ROGER MILLER, requested and was issued a HSBC Mastercard, with the account number xxxxxxxxxxxx-8700. The Plaintiff claims of the Defendant, the principal sum of \$7,010.91 due on account stated on to-wit: January 06, 2009, plus interest of \$1,801.34.

2. The Plaintiff demands judgment against the Defendant for the sum of \$8,812.25 plus interest and costs.

**WHEREFORE, THE PREMISES CONSIDERED,** Plaintiff demands judgment against the Defendant in the total sum of \$8,812.25 as itemized above, plus interest and costs.

**THE TOTAL CLAIM AMOUNT INCLUDES A CREDIT OF \$.00.**

PARNELL & CRUM, P.A.

Charles N. Parnell, III  
Attorney Code (PAR016)  
Attorney for Plaintiff

OF COUNSEL:

PARNELL & CRUM, P.A.  
POST OFFICE BOX 2189  
MONTGOMERY, AL 36102-2189  
(334) 832-4200  
(334) 293-3550 - FAX

PLEASE NOTE THAT THIS LAWSUIT IS SENT FOR THE PURPOSE OF  
ATTEMPTING TO COLLECT THE DEBT AND THAT ANY INFORMATION OBTAINED  
FROM YOU WILL BE USED FOR THE PURPOSE OF COLLECTING THIS DEBT FROM YOU.

\*To avoid additional late and/or overlimit fees, you must pay \$4,730.91 (which includes the Minimum Payment Due and any Past Due and/or Overlimit Amounts).

8700

Detach and insert this top portion in the enclosed envelope. Be sure the Payment Center address shows in the envelope window.

6994 T7G 1 7 10 090223 0 EX PAGE 1 of 3 10 8800 1500 P413 01BN5004

WHEN SENDING US YOUR PAYMENT...  
ALWAYS INCLUDE YOUR ACCOUNT NUMBER ON THE CHECK  
BE SURE TO SIGN YOUR CHECK  
REMOVE THE TOP PORTION OF YOUR STATEMENT AND RETURN WITH YOUR  
PAYMENT IN THE ENVELOPE PROVIDED  
PAYMENT IS DUE BY THE DATE INDICATED IN THIS STATEMENT

Change your address online instantly at AccountCentralOnline.com

## YOUR CONTACT INFORMATION

Please note - Address changes may take up to two (2) weeks to process. Please print clearly.

Address #		Street Name	
<input type="text"/>		<input type="text"/>	
Apt # and Other Address Info			
<input type="text"/>			
City		State	Zip Code
<input type="text"/>		<input type="text"/>	<input type="text"/>
Your Home Phone Number		Your Business Phone Number	
<input type="text"/>		<input type="text"/>	
(area code)		(area code)	
Print Email Address*			
<input type="text"/>			

\* Email address is optional. We will communicate with you via email regarding your account and occasionally send you special offers from our internet and external marketing partners. If you previously opted out from receiving emails, providing your email address will cancel that election.

## \*About Your Payments:

- You agree to pay at least the Minimum Payment in time to be credited to your Account as of the Payment Due Date.
- If your Account is delinquent, you can avoid an additional Late Payment Fee by paying at least the Minimum Payment Due, which includes any past due amount, in time to be posted as of the Payment Due Date. You may pay more than the Minimum Payment Due and you may pay the entire New Balance at any time.
- Payments should be mailed with a single coupon to the payment address shown on the front of this billing statement. Payments must be made by a single check or money order payable in U.S. dollars and drawn on a U.S. institution.
- Payments received at the payment address by 5:00 pm Eastern time, on any day, will be credited to your Account as of the date of receipt; otherwise payment will be credited as of the next day.
- Crediting payments to your Account may be delayed up to five days if the payment is not made as described above; is not received at the address provided for remittance; is not accompanied by the payment coupon; is received in an envelope other than the envelope provided for remittance; is stapled, folded, or paper clipped; or includes multiple payment coupons or checks.
- If your New Balance is a credit balance, it will be applied to future purchases or cash advances, or refunded to you at your written request. Requests should be mailed to the inquiry address shown on the front of your billing statement.

If sending us a check for payment on your Account, you authorize us to make a one time electronic funds transfer (EFT) from your bank account or to process the payment as a check transaction. When we use information from your check to make an EFT, funds may be withdrawn from your account as soon as the same day we receive your payment, and you will not receive your check back from your financial institution. If you do not want your checks to be converted to an EFT, please call customer service at the phone number on the back of your card.

**Payment By Phone:** When you use our optional payment by phone service, you authorize us to initiate an electronic funds transfer from your designated bank account or to process the payment as a check transaction. You must authorize the amount and timing of each payment. Please retain this authorization for your records.

**Card Renewal:** An Annual Fee may apply to your Account. If your Annual Fee is billed annually, you can avoid paying the fee if you call and close your Account within 30 days of being billed. You may continue to use your Card during the 30 day period without paying the fee. If your fee is billed monthly, when you call and close your Account due to the Annual Fee charge, that month's fee will be credited back to your Account.

**How We Calculate Finance Charges:** We calculate the periodic Finance Charge on your Account by multiplying the applicable Daily Periodic Rate by the Average Daily Balance for each category of transactions shown on your billing statement (e.g., purchases, balance transfers, cash advances); the result is then multiplied by the number of days in the billing cycle.

**Determining the Daily Balance:** We take the beginning balance for each category of transactions each day, add any new transactions, any previous day's periodic Finance Charges, any assessed fees and charges, and subtract any payments and/or credits. If a transaction posts after the beginning of the billing cycle, the applicable Daily Balance and any related Finance Charge calculations will be adjusted retroactively to include the transaction amount as of the day it was posted.

**Calculating the Average Daily Balance:** For each transaction category, we add all the Daily Balances for the billing cycle together and divide the total by the number of days in the billing cycle. If the balance for any day is less than zero, we treat it as zero. This is the Average Daily Balance (including new purchases) method.

**Grace Period:** For credit card purchases, periodic Finance Charges begin to accrue on the date of the transaction and continue to accrue until payment in full is credited to your Account. However, you have a Grace Period of at least 25 days from the statement date if no periodic Finance Charge was billed to the Account in the current billing period; otherwise the Payment Due Date will be 25 days from the statement date. That means, if you paid the New Balance shown on your last billing statement by the Payment Due Date for that billing statement, you have until the Payment Due Date for your current billing cycle to pay your New Balance in full to avoid the imposition of periodic Finance Charges on new credit card purchases. Periodic Finance Charges that accrue after the statement date will appear on the next billing statement. There is no Grace Period for cash advances and balance transfers, including credit card checks. That means, periodic Finance Charges begin to accrue on the date of the transaction and continue to accrue until payment in full is credited to your Account.

**Daily Periodic Rate/Annual Percentage Rate:** The Annual Percentage Rates on your billing statement reflect the annualized equivalent of the Daily Periodic Rates actually applied during a particular billing cycle. The Annual Percentage Rates may differ from the Nominal Annual Percentage Rates because of the inclusion of any Finance Charge other than a periodic Finance Charge. Your Annual Percentage Rates and Daily Periodic Rates may vary.

**Minimum Finance Charge:** A Minimum FINANCE CHARGE of \$1.00 will be charged in each billing cycle in which periodic Finance Charges are payable.

**Billing Rights Summary:** In case of errors or questions about your billing statement: If you think your billing statement is wrong, or if you need more information about a transaction on your billing statement, write us as soon as possible, on a separate sheet of paper, at Cardmember Service Center, P.O. Box 5251, Carol Stream, IL 60197-9642. We must hear from you no later than 60 days after we sent you the first billing statement on which the error or problem appeared. You can telephone us, but doing so will not preserve your rights. In your letter, please include the following information:

- Your name and account number.
- The dollar amount of the suspected error.
- A description of the error. Explain, if you can, why you believe there is an error and any steps you have taken to resolve the error.

You do not have to pay any amount in question while we are investigating, but you are obligated to pay the parts of your bill that are not in question. While we investigate your question, we cannot report you as delinquent or take any action to collect the amount in question. **Special Rule for Credit Card Purchases:** If you have a problem with the quality of goods or services that you purchased with a credit card, and you have filed in good faith to correct the problem with the merchant, you may not have to pay the remaining amount due on the goods or services. This protection applies only when the purchase price was more than \$50 and the purchase was made in your home state or within 100 miles of your mailing address. If we own or operate the merchant or if we mailed you the advertisement for the property or services, all purchases are covered regardless of amount or location of purchase.

**Debt Collection:** We are required by law, when applicable, to notify you that we are attempting to collect a debt, and any information obtained will be used for that purpose.

**Negative Credit Bureau Reporting:** We may report information about your Account to credit bureaus. Late payments, missed payments, or other defaults on your Account may be reflected in your credit report.

©1995-994-11-02/11/2008

YOUR FINANCE CHARGES						
	Average Daily Balance	Daily Periodic Rate	Days in Billing Cycle	FINANCE CHARGES	ANNUAL PERCENTAGE RATE	NOMINAL ANNUAL PERCENTAGE RATE
Purchases	\$6,089.09	0.00846%(v)	31	\$129.22	24.99%	24.99%(v)
Cash Advances	\$844.60	0.07667%(v)	31	\$20.07	27.99%	27.99%(v)

PERIODIC RATE(S) MAY VARY.

(v) indicates variable rate.

HOW TO REACH US	
Cardmember Service Center:	800-375-7999
Pay by Phone:	877-2 PAY-CARD
Pay by Phone outside the U.S. (Call Collect):	904-997-4997
Hearing Impaired-TDD:	877-902-0967
Mail Payments to:	Payment Center, PO Box 5241, Carol Stream, IL 60157-5241
Mail Inquiries to:	Cardmember Services, PO Box 5250, Carol Stream, IL 60157-5250
Online Account Management:	AccountCentralOnline.com

ROGER MILLER  
File No. 5014321

**IMPORTANT NOTICE**

The Fair Debt Collection Practices Act, found at 15 U.S.C.S. §1692 et seq. requires you be given certain information concerning this debt and our attempt to collect the debt.

(1) The amount of debt \$8,812.25

This is comprised of	(A) Principal	\$7,010.91
	(B) Interest	\$1,801.34
	(C) Attorney fees	\$ .00
	(D) Credit	\$ .00

(2) The name of the creditor BUREAUS INVESTMENT GROUP PORTFOLIO NO. 15 LLC., as assignee of HSBC Card Services Inc.,

(3) UNLESS YOU NOTIFY US WITHIN (14) DAYS AFTER RECEIPT OF THIS NOTICE THAT THE VALIDITY OF THIS DEBT, OR ANY PORTION OF IT, IS DISPUTED, WE WILL ASSUME THAT THE DEBT IS VALID.

(4) IF YOU NOTIFY US IN WRITING WITHIN THE FOURTEEN DAYS PERIOD.

THAT THE DEBT, OR ANY PORTION THEREOF, IS DISPUTED, WE WILL OBTAIN VERIFICATION OF THE DEBT AND MAIL IT TO YOU.

(5) ALSO, UPON YOUR WRITTEN REQUEST, WE WILL PROVIDE YOU WITH THE NAME AND ADDRESS OF THE ORIGINAL CREDITOR, IF DIFFERENT FROM THE CURRENT CREDITOR.

THIS CONSTITUTES AN ATTEMPT TO COLLECT A DEBT, AND ANY INFORMATION OBTAINED WILL BE USED FOR THAT PURPOSE.

Alabama Rules of Civil Procedure allow you fourteen (14) days to Answer or otherwise defend this lawsuit. Therefore, if you dispute the bill, you need to file some response to the Clerk of the Court as indicated on the attached Summons within that time frame. If you do not respond to the Clerk of the Court within the said fourteen (14) days after receiving this Complaint, PLAINTIFF IS ENTITLED TO REQUEST THE COURT TO ENTER A DEFAULT JUDGMENT AGAINST YOU.



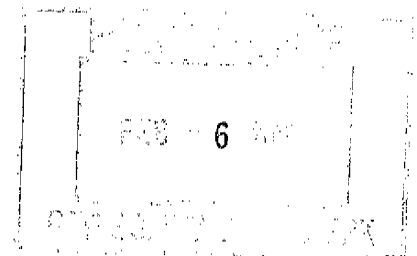
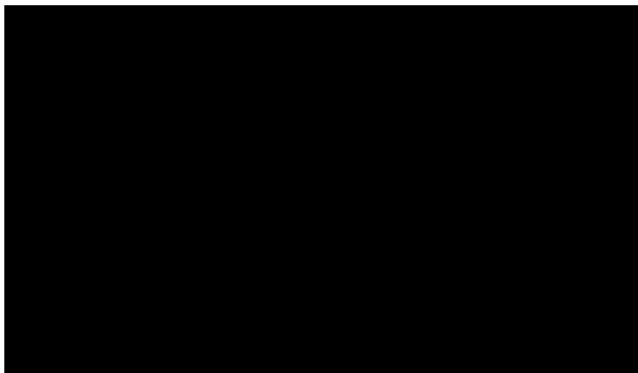
**EXHIBIT "B"**

CASE NO. 07-DV.-2014-900031.00

I FEEL LIKE I AM NO RESPONSIBLE  
FOR THIS BILL X WIFE HAD  
THIS CARD WITHOUT ~~MY KNOW~~ ME  
KNOWING ABOUT IT

Roger Miller

2-6-14





ELECTRONICALLY FILED  
2/19/2015 5:45 PM  
07-DV-2014-900031.00  
CIRCUIT COURT OF  
BIBB COUNTY, ALABAMA  
GAYLE STEWART BEARDEN, CLERK

**IN THE DISTRICT COURT OF BIBB COUNTY, ALABAMA**

Bureaus Investment Group Portfolio No. 15,	*	
LLC	*	
	*	
Plaintiff	*	
vs.	*	CASE NO. DV 14-900031
	*	
Roger Miller	*	
	*	
Defendant	*	

**NOTICE OF APPEARANCE AND  
AMENDED ANSWER TO COMPLAINT**

NOW COMES the Defendant, Roger Miller, by and through counsel, and amends his Answer in response to the Complaint served upon him in this case and alleges and states as follows:

1. The Defendant denies all the allegations contained in the Complaint.
2. It is the Defendant's position that he never had a debt with the Plaintiff, Bureaus Investment Group Portfolio No. 15, LLC.
3. Furthermore, the Defendant hereby submits this Answer denying all of the allegations in the Complaint and requests that it be considered a request for verification of the debt and notice of dispute pursuant to the Fair Debt Collection Practices Act 15 U.S.C. 1692g Sec. 809(b).

**AFFIRMATIVE DEFENSE**

4. The Defendant asserts an affirmative defense in that the Complaint violates the statute of limitations pursuant to Alabama Code Section 6-2-37 for open accounts which must be commenced within three years, as it appears that this is an open account and the statute of limitations that should apply here is for an open account which is three years under the case of Ayers v Calvary SVPI, LLC, 876 So. 2d 474 (Ala. 2003). Alternatively, if the court finds that this is not an open account, the Defendant asserts an affirmative defense in that the Complaint violates the statute of limitations pursuant to Alabama Code Section 6-2-34 which provides that an action founded on a promise in writing not under seal must be commenced within six years. Furthermore, the Defendant never had this debt and has no idea what this alleged debt is. There was no original contract attached to the Complaint and the Defendant disputes this debt.

WHEREFORE, the Defendant respectfully request that the Complaint be dismissed with prejudice.

Respectfully Submitted,

/s/ Bradford W. Botes

BRADFORD W. BOTES, ID #: BOT002

Attorney for Defendant

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**CERTIFICATE OF SERVICE**

I hereby certify that I have on this 19<sup>th</sup> day of February, 2015, served a copy of the foregoing upon the following attorney by mailing same in the United States mail, properly addressed and First Class Postage prepaid.

Charles N. Parnell, III, Esquire

Parnell & Crum, P.A.

P.O. Box 2189

Montgomery, AL 36102

/s/ Bradford W. Botes

BRADFORD W. BOTES

**EXHIBIT "D"**



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CIRCUIT COURT OF  
BIBB COUNTY, ALABAMA  
GAYLE STEWART BEARDEN, CLERK

**IN THE DISTRICT COURT OF BIBB COUNTY, ALABAMA**

BUREAUS INVESTMENT GROUP )  
PORTFOLIO NO. 15 LLC, )  
Plaintiff, )  
 )  
V. )  
 )  
MILLER ROGER, )  
Defendant. )

Case No.: DV-2014-900031.00

**ORDER**

Case being called for trial, Judgment entered for Defendant.

**DONE this 2<sup>nd</sup> day of March, 2015.**

/s/ WILLIAM OWINGS  
DISTRICT JUDGE